



5:14-cv-720

# **EXHIBIT “C”**

**Request for a Certified Copy of a policy  
Affidavit**

State of Ohio

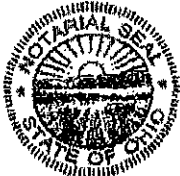
County of Franklin

Date April 25, 2014

The undersigned, Mark Roso having been duly cautioned and sworn, states that he has the title of AVP Business Insurance at State Automobile Mutual Insurance Company. Affiant further states that the attached materials fairly and accurately represent the insurance policy BAP 2364796 00 with effective dates of 10/29/2012 to 10/29/2013 issued by State Automobile Mutual Insurance Company to Unique Leasing Inc DBA Reynolds Nationwide as it would have appeared on 07/22/2013. Further affiant saith naught.

  
Affiant Signature

Sworn to and subscribed in my presence this the 25 day of April, 2014.



Leanne F. Lockhart  
Notary Public, State of Ohio  
My Commission Expires 06-22-2016

  
Notary Public Signature

5/22/2015  
Expiration Date of Notary's Commission



MOBDEO BAP 2364796 DO 10/31/2012 FJE UNIQ AFYRN 42GIBR0007349 078263

TRUCKERS POLICY  
BAP 2364796 00

GIBRALTAR INSURANCE SERVICES I  
1001 TEXAS AVE STE 200  
LUBBOCK, TX 79401

Acct. Number

To: Insured

Your Independent Agent

UNIQUE LEASING INC  
DBA REYNOLDS NATIONWIDE  
8755 HIGHWAY 67 EAST  
SAN ANTONIO, TX 78263

GIBRALTAR INSURANCE SERVICES I  
1001 TEXAS AVE STE 200  
LUBBOCK, TX 79401

Thank you for insuring with State Auto Insurance Companies. Attached is information about your new business, renewal or policy change. Please contact your agent with any questions.

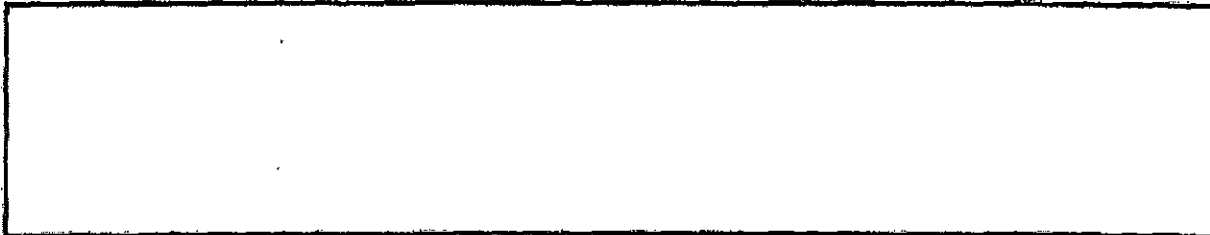
Your coverages are listed on the attached declarations pages. Any new or revised coverage forms are attached.

The State Auto Insurance companies and your independent agent strive to provide overwhelming service to you. Please let us know how we can best serve your needs.

**ENCLOSED DOCUMENTS ARE POLICY INFORMATION ONLY.**

**YOUR BILL WILL BE SENT SEPARATELY, IF NEEDED.**

If you have questions concerning policy payment status, please call Payment Services at 1-800-444-9950, Ext. 5118.





**TRUCKERS POLICY**  
**BAP 2364796 00**

# 1 IMPORTANT NOTICE

To obtain information or make a complaint:

- 2 You may contact your agent at the telephone number shown on the policy declaration page.

- 3 You may call State Auto Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-444-9950 extension 5003**

- 4 You may also write to:  
 State Auto Insurance Company  
 518 East Broad Street  
 Columbus, OH 43215

- 5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

- 6 You may write the Texas Department of Texas:

P.O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us/>  
 E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

# 7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

# 8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

# AVISO IMPORTANTE

Para obtener información o presentar una queja:

Puede comunicarse con su agente al teléfono señalado en la carátula de su póliza.

Puede comunicarse directamente a State Auto para información o presentar una queja al número dado sin costo:

**1-800-444-9950 extension 5003**

Igualmente hacerlo por escrito a:  
 State Auto Insurance Company  
 518 East Broad Street  
 Columbus, OH 43215

Puede contactar al Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
 Austin, TX 78714-9104  
 Fax: (512) 475-1771  
 Web: <http://www.tdi.state.tx.us/>  
 E-mail:  
[ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

# DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si llegara a tener conflictos respecto a primas o reclamos, comuníquese primero con el agente o la compañía. Si la disputa no es resuelta, proceda a comunicarse al Departamento de Seguros de Texas.

# ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es únicamente informativo y no se conforma en parte o en condición al documento adjunto.



TRUCKERS POLICY  
BAP 2364796 00

IMPORTANT NOTICE TO POLICYHOLDER. PLEASE READ IT CAREFULLY.

## NOTIFICATION OF THE AVAILABILITY OF LOSS CONTROL INFORMATION/SERVICES

The State Auto Insurance Companies are committed to providing loss control information and services, at no charge, to its Texas commercial auto liability and general liability policyholders in an effort to prevent and reduce potential claims. For more information or to request these services, please contact:

State Auto Loss Control Services  
P.O. Box 182822  
Columbus, OH 43218-2822  
Attention: Stephanie Tidwell  
Or call: 1-800-444-9950, Extension 5989

PN0226 (01/10) Page 1 of 1  
\*//\*\*PN0226-201001



TRUCKERS POLICY  
BAP 2364796 00

**Vehicle/Equipment Recovery Systems Result In Reimbursement  
Of Comprehensive Coverage Deductible!**

If you have invested in a vehicle/equipment recovery system (such as OnStar, LoJack, VectorTrac, and/or similar brands) - whether provided by the vehicle manufacturer or purchased and installed as an after-market item - we will reimburse you for the Comprehensive Coverage deductible, if the covered auto, farm and/or mobile equipment is stolen and later recovered with the aid of the activated vehicle/equipment recovery system.

Comprehensive Coverage must be purchased and scheduled on the specific vehicle(s), in order to qualify for this benefit.

Vehicle/Equipment Recover Systems utilize radio location (RF) or global positioning system (GPS) technology, with a small transceiver hidden in the vehicles/equipment, to send out a signal to the police department upon notification that the vehicle/equipment is stolen. When activated, the system can help law officials track the stolen vehicle/equipment, and hopefully recover it before it is further damaged, or dismantled for parts.

This notice does not alter or amend the policy. If there are any inconsistencies between the policy and this document, the policy language takes precedence. The policy is the sole source of the terms and conditions applicable to this coverage.

You should read your policy and review your declarations pages for complete information on the coverages you are provided. If you have any questions, or wish to increase or reduce your limits, please contact your State Auto agent.

Note: It should be understood that nothing herein amends the policy and State Auto reserves the right to discontinue this reimbursement offer without notice to you.



TRUCKERS POLICY  
BAP 2364796 00

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## TRUCKERS POLICY

State Automobile Mutual Insurance Company  
P.O. Box 182738  
Columbus, Ohio 43216

HOME OFFICE 518 EAST BROAD STREET COLUMBUS OHIO 43215-3976  
TELEPHONE 614-464-5000





TRUCKERS POLICY  
BAP 2364796 00

**CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY**

**DIVIDENDS**

You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its By-Laws.

**NOTICE OF POLICYHOLDERS MEETINGS**

While your policy is in force, you are one of our members and are entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M., Columbus time, on the first Friday of March of each year at our Home Office at 518 East Broad Street, Columbus, Ohio.

**NON-ASSESSABLE**

This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.

IN WITNESS WHEREOF, we have caused this policy to be signed by our Secretary and President at Columbus, Ohio, and countersigned on the Declarations page by an authorized agent of the State Auto Insurance Companies.

Secretary

President


**TRUCKERS POLICY**  
**BAP 2364796 00**

### TRUCKERS DECLARATIONS

|   |  |
|---|--|
| State Automobile Mutual Insurance Company | GIBALTAR INSURANCE SERVICES I<br>1001 TEXAS AVE STE 200<br>LUBBOCK, TX 79401 |
|---|--|

**ITEM ONE**
**NAMED INSURED:** UNIQUE LEASING INC

**MAILING ADDRESS:** DBA REYNOLDS NATIONWIDE  
8755 HIGHWAY 87 EAST  
SAN ANTONIO, TX 78263

**POLICY PERIOD:** From 10/29/2012 to 10/29/2013  
at 12:01 A.M. Standard Time at our mailing address shown above.

**PREVIOUS POLICY NUMBER:**
**FORM OF BUSINESS:**
☒ CORPORATION      ☐ LIMITED LIABILITY COMPANY      ☐ INDIVIDUAL  
☐ PARTNERSHIP      ☐ OTHER

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable: \$ 946,778.00 at inception.

\$0.00

|                              |  |  |                                    |                                  |
|------------------------------|--|--|------------------------------------|----------------------------------|
| AUDIT PERIOD (IF APPLICABLE) | <input checked="" type="checkbox"/> ANNUALLY | <input type="checkbox"/> SEMI-ANNUALLY | <input type="checkbox"/> QUARTERLY | <input type="checkbox"/> MONTHLY |
|------------------------------|--|--|------------------------------------|----------------------------------|

These declarations together with the Common Policy Conditions and coverage form(s) and endorsement(s) identified on these declarations and attached to your policy complete the above numbered policy.

 Countersigned \_\_\_\_\_ By \_\_\_\_\_  
 (Date) (Authorized Representative)

 Issue Date 10/31/2012  
 #77-CA0014-200600

08:30:23 AM

CA0014 (0306)

001 of 007

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 11/01/12 04:56:35


**TRUCKERS POLICY**  
**BAP 2364796 00**

## APPLICABLE FORMS AND ENDORSEMENTS

Forms and Endorsements Made Part of the Policy

| NEW | FORM OR<br>ENDORSEMENT | EDITION | FORM DESCRIPTION  |
|-----|------------------------|---------|---|
| *   | ✓ CA0012               | 03/06   | Truckers Coverage Form  |
| *   | ✓ CA0196               | 03/06   | Texas Changes   |
| *   | ✓ CA0243               | 03/01   | Texas Changes - Cancellation & Non-Renewal                        |
| *   | ✓ CA2394               | 03/06   | Silica or Silica-Related Dust Exclusion for Covered Auto Exposure |
| *   | ✓ CA0121               | 02/99   | Limited Mexico Coverage   |
| *   | ✓ PN0223               | 04/07   | Contact Information For Texas                                     |
| *   | ✓ SI1008               | 04/07   | Common Policy Jacket  |
| *   | ✓ IL0017               | 11/98   | Common Policy Conditions  |
| *   | ✓ CA9991               | 02/01   | Texas Calculation of Premium                                      |
| *   | ✓ IL0021               | 07/02   | Nuclear Energy Liability Exclusion Endorsement                    |
| *   | ✓ SA0051               | 12/04   | Mobile Equipment Coverage   |
| *   | ✓ SA2384               | 01/06   | Exclusion Of Terrorism  |
| *   | ✓ CA2336               | 11/01   | Texas Form F1 - Uniform Comm Motor Vehicle BI & PD Liability Ins  |
| *   | ✓ FORM F               | /       | Uniform Motor Carrier BI/PD Liability Certificate of Insurance    |
| *   | ✓ SA1014               | 06/04   | Deductible Endorsement  |
| *   | ✓ CA2264               | 07/08   | Texas Personal Injury Protection Endorsement                      |
| *   | ✓ CA9995               | 12/01   | Texas Supplementary Death Benefits                                |
| *   | ✓ CA9948               | 03/06   | Pollution Liability-Broadened Coverage For Covered Autos          |
| *   | ✓ MCS90                | 10/99   | Motor Carrier Act   |
| *   | ✓ MC17                 | 12/85   | Manuscript Endorsement  |
| *   | ✓ SA1022               | 03/05   | Truckers Endorsement - Mileage Rating                             |


**TRUCKERS POLICY**  
**BAP 2364796 00**
**ITEM TWO**
**SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Truckers Coverage Form next to the name of the coverage.

| COVERAGES  | COVERED AUTOS<br>(Entry of one or more<br>of the symbols from<br>the Covered Autos<br>Section of the Truckers<br>Coverage Form shows<br>which autos are<br>covered autos.) | LIMIT<br><br>THE MOST WE WILL PAY FOR ANY<br>ONE ACCIDENT OR LOSS   | PREMIUM   |
|--|--|---|-----------|
| LIABILITY  | 41   | \$1,000,000   | \$944,280 |
| PERSONAL INJURY PROTECTION<br>(or equivalent No-Fault Coverage)                  | 44   | SEPARATELY STATED IN EACH P.I.P.<br>ENDORSEMENT MINUS \$ DED.   | \$INCL.   |
| ADDED PERSONAL INJURY<br>PROTECTION (or equivalent Added<br>No-Fault Coverage)   |  | SEPARATELY STATED IN EACH ADDED P.I.P.<br>ENDORSEMENT.  | \$        |
| PROPERTY PROTECTION<br>(INSURANCE (Michigan only))                               |  | SEPARATELY STATED IN THE P.I.P.<br>ENDORSEMENT MINUS \$ DED.<br>FOR EACH ACCIDENT.  | \$        |
| MEDICAL PAYMENTS   |  | \$  | \$        |
| MEDICAL EXPENSE AND INCOME<br>LOSS BENEFITS (Virginia only)                      |  | SEPARATELY STATED IN EACH MEDICAL EXPENSE<br>AND INCOME LOSS BENEFITS ENDORSEMENT<br>MEDICAL EXPENSE<br>BENEFITS \$ EACH PERSON<br>INCOME LOSS<br>BENEFITS \$ EACH PERSON | \$        |
| UNINSURED MOTORISTS  |  | \$  | \$        |
| UNDERINSURED MOTORISTS<br>(When not included in<br>Uninsured Motorists Coverage) |  | \$  | \$        |
| TRAILER INTERCHANGE<br>COMPREHENSIVE COVERAGE                                    |  | ACTUAL CASH VALUE, COST OF REPAIR,<br>OR \$ WHICHEVER IS LESS.  | \$        |
| TRAILER INTERCHANGE SPECIFIED<br>CAUSES OF LOSS COVERAGE                         |  | ACTUAL CASH VALUE, COST OF REPAIR, OR<br>\$ WHICHEVER IS LESS, MINUS<br>\$ DED. FOR EACH COVERED AUTO FOR<br>LOSS CAUSED BY MISCHIEF OR VANDALISM.                        | \$        |
| TRAILER INTERCHANGE<br>COLLISION COVERAGE  |  | ACTUAL CASH VALUE, COST OF REPAIR, OR<br>\$ WHICHEVER IS LESS, MINUS<br>\$ DED. FOR EACH COVERED AUTO.  | \$        |
| PHYSICAL DAMAGE<br>COMPREHENSIVE COVERAGE  |  | ACTUAL CASH VALUE OR COST OF REPAIR,<br>WHICHEVER IS LESS, MINUS \$ DED. FOR<br>EACH COVERED AUTO, BUT NO DEDUCTIBLE<br>APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.      | \$        |
| PHYSICAL DAMAGE SPECIFIED<br>CAUSES OF LOSS COVERAGE                             |  | ACTUAL CASH VALUE OR COST OF REPAIR,<br>WHICHEVER IS LESS, MINUS \$ DED.<br>FOR EACH COVERED AUTO FOR LOSS CAUSED<br>BY MISCHIEF OR VANDALISM.                            | \$        |
| PHYSICAL DAMAGE<br>COLLISION COVERAGE  |  | ACTUAL CASH VALUE OR COST OF REPAIR,<br>WHICHEVER IS LESS, MINUS \$ DED.<br>FOR EACH COVERED AUTO.  | \$        |
| PHYSICAL DAMAGE TOWING<br>AND LABOR  |  | \$ For Each Disablement Of A<br>Private Passenger "Auto".   | \$        |
|  |  | PREMIUM FOR ENDORSEMENTS  | \$1,498   |
|  |  | *ESTIMATED TOTAL PREMIUM  | \$945,778 |

\*This policy may be subject to final audit.

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\*\*/CA0014- 200808


**TRUCKERS POLICY**  
**BAP 2364796 00**
**ITEM THREE**
**SCHEDULE OF COVERED AUTOS YOU OWN**

| Covered Auto No. | DESCRIPTION  |  |  |              | PURCHASED                   |   | TERRITORY<br>Town & State<br>Where The<br>Covered Auto<br>Will Be Principally<br>Garaged |   |
|------------------|--|--|--|--------------|-----------------------------|---|--|---|
|                  | Year, Model, Trade Name, Body Type<br>Serial Number (S) Vehicle Identification<br>Number (VIN) |  |  |              | Original<br>Cost New        | Actual<br>Cost &<br>NEW (N)<br>USED (U) |  |   |
| 1                | NOT APPLICABLE   |  |  |              | \$                          | \$                                      |  |   |
| 2                |  |  |  |              | \$                          | \$                                      |  |   |
| 3                |  |  |  |              | \$                          | \$                                      |  |   |
| 4                |  |  |  |              | \$                          | \$                                      |  |   |
| 5                |  |  |  |              | \$                          | \$                                      |  |   |
| Covered Auto No. | CLASSIFICATION   |  |  |              |                             |   |  | EXCEPT FOR<br>Towing, All Physical<br>Damage Loss Is<br>Payable To You<br>And The Loss<br>Payee Named Below<br>As Interests May<br>Appear At The Time<br>Of The Loss. |
|                  | Radius<br>Of<br>Operation  | Business<br>Use<br>service<br>retail<br>commercial | Size GVW,<br>GCW Or<br>Vehicle Seating<br>Capacity | Age<br>Group | Primary<br>Rating<br>Factor |   | Secondary<br>Rating<br>Factor  |   |
| 1                |  |  |  |              | Liab.                       | Phy. Dam.                               |  |   |
| 2                |  |  |  |              |                             |   |  |   |
| 3                |  |  |  |              |                             |   |  |   |
| 4                |  |  |  |              |                             |   |  |   |
| 5                |  |  |  |              |                             |   |  |   |


**TRUCKERS POLICY**  
**BAP 2364796 00**
**ITEM THREE**
**SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)**

| Covered Auto No. | COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.) |         |   |         |  |  |         |
|------------------|--|---------|---|---------|--|--|---------|
|                  | LIABILITY  |         | PERSONAL INJURY PROTECTION                                    |         | ADDED P.I.P.                                   | PROPERTY PROTECTION (Michigan Only)                      |         |
|                  | Limit  | Premium | Limit Stated in Each P.I.P. End. Minus Deductible Shown Below | Premium | Limit Stated in Each Added P.I.P. End. Premium | Limit Stated in P.I.P. End. Minus Deductible Shown Below | Premium |
| 1                | \$   | \$      | \$  | \$      | \$   | \$   | \$      |
| 2                | \$   | \$      | \$  | \$      | \$   | \$   | \$      |
| 3                | \$   | \$      | \$  | \$      | \$   | \$   | \$      |
| 4                | \$   | \$      | \$  | \$      | \$   | \$   | \$      |
| 5                | \$   | \$      | \$  | \$      | \$   | \$   | \$      |
| Total Premium    |  | \$      |   | \$      | \$   |  | \$      |

| Covered Auto No. | COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.) |         |  |         |
|------------------|--|---------|--|---------|
|                  | AUTO MEDICAL PAYMENTS  |         | MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)                         |         |
|                  | Limit  | Premium | Limit Stated in Each Medical Expense And Income Loss Endorsement For Each Person | Premium |
| 1                | \$   | \$      | \$   | \$      |
| 2                | \$   | \$      | \$   | \$      |
| 3                | \$   | \$      | \$   | \$      |
| 4                | \$   | \$      | \$   | \$      |
| 5                | \$   | \$      | \$   | \$      |
| Total Premium    |  | \$      |  | \$      |

| Covered Auto No. | COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.) |         |   |         |   |         |                       |         |
|------------------|--|---------|---|---------|---|---------|-----------------------|---------|
|                  | COMPREHENSIVE  |         | SPECIFIED CAUSES OF LOSS                              |         | COLLISION   |         | TOWING & LABOR        |         |
|                  | Limit Stated in ITEM TWO Minus Deductible Shown Below  | Premium | Limit Stated in ITEM TWO Minus Deductible Shown Below | Premium | Limit Stated in ITEM TWO Minus Deductible Shown Below | Premium | Limit Per Disablement | Premium |
| 1                | \$   | \$      | \$  | \$      | \$  | \$      | \$                    | \$      |
| 2                | \$   | \$      | \$  | \$      | \$  | \$      | \$                    | \$      |
| 3                | \$   | \$      | \$  | \$      | \$  | \$      | \$                    | \$      |
| 4                | \$   | \$      | \$  | \$      | \$  | \$      | \$                    | \$      |
| 5                | \$   | \$      | \$  | \$      | \$  | \$      | \$                    | \$      |
| Total Premium    |  | \$      |   | \$      |   | \$      |                       | \$      |


**TRUCKERS POLICY**  
**BAP 2364796 00**
**ITEM FOUR**  
**SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

| LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS USED IN YOUR TRUCKING OPERATIONS                 |   |                                  |   |                         |
|--|---|----------------------------------|---|-------------------------|
| ESTIMATED COST OF HIRE   |   | RATE PER EACH \$100 COST OF HIRE |   | TOTAL ESTIMATED PREMIUM |
| \$INCL.  |   | \$INCL.                          |   | \$INCL.                 |
| LIABILITY COVERAGE - RATING BASIS, COST OF HIRE - AUTOS NOT USED IN YOUR TRUCKING OPERATIONS             |   |                                  |   |                         |
| STATE  | ESTIMATED COST OF HIRE FOR EACH STATE             | RATE PER EACH \$100 COST OF HIRE | FACTOR (If Liability Coverage Is Primary) | PREMIUM                 |
| TX   | \$INCL.   | \$INCL.                          | \$  | \$INCL.                 |
| TOTAL PREMIUM  |   |                                  |   | \$INCL.                 |
| LIABILITY COVERAGE - RATING BASIS, NUMBER OF DAYS - (FOR MOBILE OR FARM EQUIPMENT - RENTAL PERIOD BASIS) |   |                                  |   |                         |
| STATE  | ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED | BASE PREMIUM                     | FACTOR                                    | PREMIUM                 |
|  |   | \$                               |   | \$N/A                   |
| TOTAL PREMIUM  |   |                                  |   | \$N/A                   |

**PHYSICAL DAMAGE COVERAGE**

| COVERAGES                | LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE  | ESTIMATED ANNUAL COST OF HIRE | RATE PER EACH \$100 ANNUAL COST OF HIRE | PREMIUM |
|--------------------------|---|-------------------------------|---|---------|
| COMPREHENSIVE            | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. | \$                            | \$                                      | \$N/A   |
| SPECIFIED CAUSES OF LOSS | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.                      | \$                            | \$                                      | \$      |
| COLLISION                | ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.  | \$                            | \$                                      | \$N/A   |
| TOTAL PREMIUM            |   |                               |   | \$N/A   |

Cost of Hire means:

- The total dollar amount of costs you incurred for the hire of automobiles (includes trailers and semitrailers), and if not included therein,
- The total remunerations of all operators and drivers helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and,
- The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the insured, paid to the lessor or owner, or paid to others.



TRUCKERS POLICY  
BAP 2364796 00

## ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

| RATING BASIS        | NUMBER | PREMIUM |
|---------------------|--------|---------|
| Number Of Employees |        | \$INCL. |
| Number Of Partners  |        | \$      |
| TOTAL               |        | \$INCL. |

## ITEM SIX

## TRAILER INTERCHANGE COVERAGE

| COVERAGES      | LIMIT OF INSURANCE       | DAILY RATE    | ESTIMATED PREMIUM |
|----------------|--------------------------|---------------|-------------------|
| COMPREHENSIVE  | STATED<br>IN<br>ITEM TWO | \$            | \$N/A             |
| SPECIFIED      |                          |               |                   |
| CAUSES OF LOSS |                          | \$            | \$                |
| COLLISION      |                          | \$            | \$N/A             |
|                |                          | TOTAL PREMIUM | \$N/A             |

## ITEM SEVEN

## SCHEDULE FOR GROSS RECEIPTS RATING BASIS - LIABILITY COVERAGE

| ESTIMATED<br>YEARLY<br><input type="checkbox"/> Gross<br>Receipts | RATES                       |                             |  |  | PREMIUMS  |                             |  |  |
|---|-----------------------------|-----------------------------|--|--|-----------|-----------------------------|--|--|
|   | Per \$100 Of Gross Receipts |                             |  |  |           |                             |  |  |
|   | LIABILITY                   | AUTO<br>MEDICAL<br>PAYMENTS | MEDICAL<br>EXPENSE<br>BENEFITS<br>(VA. Only) | INCOME<br>LOSS<br>BENEFITS<br>(VA. Only) | LIABILITY | AUTO<br>MEDICAL<br>PAYMENTS | MEDICAL<br>EXPENSE<br>BENEFITS<br>(VA. Only) | INCOME<br>LOSS<br>BENEFITS<br>(VA. Only) |
| N/A   | \$                          | \$                          | \$   | \$                                       | \$        | \$                          | \$   | \$                                       |
|   | \$                          | \$                          | \$   | \$                                       | \$        | \$                          | \$   | \$                                       |
|   | \$                          | \$                          | \$   | \$                                       | \$        | \$                          | \$   | \$                                       |
|   | \$                          | \$                          | \$   | \$                                       | \$        | \$                          | \$   | \$                                       |
| TOTAL PREMIUMS  | \$                          | \$                          | \$   | \$                                       | \$        | \$                          | \$   | \$                                       |
| MINIMUM PREMIUMS  | \$                          | \$                          | \$   | \$                                       | \$        | \$                          | \$   | \$                                       |

When used as a premium basis:

Gross Receipts means the total amount to which you are entitled for shipping or transporting property during the policy period regardless of whether you or any other carrier originate the shipment or transportation. "Gross Receipts" includes the total amount received from renting equipment, with or without drivers, to anyone who is not a "trucker" and 15% of the total amount received from renting any equipment to any "trucker". Gross Receipts does not include:

- Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- Advertising Revenue.
- Taxes which you collect as a separate item and remit directly to a governmental division.
- G.O.D. collections for cost of mail or merchandise including collection fees.
- Warehouse storage fees.





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
UNINSURED AND UNDERINSURED MOTORISTS COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### SCHEDULE

|  |          |                |
|--|----------|----------------|
| Liability Deductible:                            | \$ 5,000 | Per "Accident" |
| "Bodily Injury" Deductible                       | \$       | Per Person     |
| Uninsured and Underinsured Motorists Deductible: | \$       | Per "Accident" |
| "Property Damage" Deductible                     | \$       | Per "Accident" |

- ☒ If an "X" is entered in this box, the deductible amount will exclude Allocated Claims Expense.  
☐ If an "X" is entered in this box, the deductible amount will include Allocated Claims Expense.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

LIABILITY AND UNINSURED AND UNDERINSURED MOTORISTS COVERAGE is changed as follows:

#### A. LIABILITY AND/OR UNINSURED AND UNDERINSURED MOTORISTS COVERAGE DEDUCTIBLE

The damages caused in any one "accident" that would otherwise be payable under LIABILITY AND/OR UNINSURED AND UNDERINSURED MOTORISTS COVERAGE will be reduced by the Liability and Uninsured and Underinsured Deductibles shown in the Schedule prior to the application of the LIMIT OF INSURANCE provision.

#### B. BODILY INJURY LIABILITY COVERAGE PER PERSON DEDUCTIBLES

The damages that would otherwise be payable under LIABILITY COVERAGE for "bodily injury" sustained by any one person, in any one "accident", will be reduced by the "Bodily Injury" Per Person Deductible shown in the Schedule prior to the application of the LIMIT OF INSURANCE provision.

#### C. PROPERTY DAMAGE LIABILITY COVERAGE DEDUCTIBLES

The damages that would otherwise be payable under LIABILITY COVERAGE for "property damage" caused in any one "accident" will be reduced by the "Property Damage" Per "Accident" deductible shown in the Schedule prior to the application of the LIMIT OF INSURANCE provision.

#### D. APPLICATION OF DEDUCTIBLES IF ALLOCATED CLAIMS EXPENSE IS INCLUDED

Our obligation to pay damages, including amounts paid in settlement of a claim or "suit", and Allocated Claims Expense on behalf of the insured applies only to the amount of damages (subject to the policy's limit of insurance) and allocated loss expense in excess of the deductible amounts shown in the above Schedule. The insured is obligated to reimburse us up to the deductible amount for all damages and Allocated Claims Expense for any one "accident".

1. Allocated Claims Expense includes, but is not limited to:  
a. Attorney's Fees.



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- b. All expenses related to the investigation or defense of a claim or "suit" such as fees for medical and expert witnesses or consultants, court costs, stenographic costs, and the costs of copies of transcripts and records.
- c. Any judgment, interest and prejudgment interest.
- d. Reasonable costs incurred by the insured at our request in investigating, defending, or subrogating any claim or "suit".

But Allocated Claims Expense does not include our staff salaries and overhead or fees paid to independent adjusters hired to perform the functions of claim investigation normally performed by our adjusters.

#### E. OUR RIGHT TO REIMBURSEMENT

To settle any claim or suit we will pay all or any part of any deductible shown in the Schedule. If this happens, you must promptly reimburse us for the deductible or the part of the deductible we paid, including Allocated Claims Expense if applicable. Your failure to properly reimburse us shall be treated in the same manner as failure to comply with policy terms and conditions and will be subject to any applicable cancellation provisions within this policy.

#### F. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM OR SUIT

The terms of this insurance, including those with respect to:

1. Our right and duty to defend any "suits" seeking those damages; and
2. Your duties in the event of an "accident", claim, or "suit" apply irrespective of the application of the deductible amount.


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**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

 Form Approved  
 OMB No. 2125-0074

Issued to UNIQUE LEASING INC of DBA REYNOLDS NATIONWIDE  
8755 HIGHWAY 87 EAST SAN ANTONIO, TX 78263  
 Dated at Columbus, Ohio this 31 day of OCTOBER 2012  
 Amending Policy No. BAP 2364796 Effective Date 10/29/2012  
 Name of Insurance Company State Automobile Mutual Insurance Company  
 Telephone Number ( 614 ) 464-5000 Countersigned by [Signature]  
 Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by " ☒ ", for the limits shown:

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident.  
☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution

for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**PROPERTY DAMAGE** means damage to or loss of use of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this en-

dorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.


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The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS**  
**Public Liability**

| Type of Carriage   | Commodity Transported  | Minimum Insurance |
|--|--|-------------------|
| (1) For-hire (in interstate or foreign commerce).  | Property (nonhazardous).   | \$ 750,000        |
| (2) For-hire and Private (in interstate, foreign, or intrastate commerce).   | Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403. | 5,000,000         |
| (3) For-hire and Private (in interstate or foreign commerce; in any quantity) or (in intrastate commerce; in bulk only). | Oil listed in 49 CFR 172.101, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.  | 1,000,000         |
| (4) For-hire and Private (in interstate or foreign commerce).  | Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.   | 5,000,000         |

Note: The type of carriage listed under (1), (2), and (3) applies to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.

**SCHEDULE OF LIMITS**  
**Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

| Vehicle Seating Capacity  | Minimum Insurance |
|---|-------------------|
| (1) Any vehicle with a seating capacity of 16 passengers or more. | \$ 5,000,000      |
| (2) Any vehicle with a seating capacity of 15 passengers or less. | 1,500,000         |



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**ENDORSEMENT**

SERVICE VEHICLES ARE DEFINED AS ANY VEHICLE WITH A GROSS  
VEHICLE WEIGHT OF 10,000 POUNDS OR LESS.

THIS ENDORSEMENT FORMS A PART OF THE POLICY TO WHICH IT IS ATTACHED.

THE SPACES BELOW NEED NOT BE COMPLETED UNLESS THIS ENDORSEMENT IS ISSUED  
SUBSEQUENT TO PREPARATION OF THE POLICY.

EFFECTIVE DATE: 10/29/2012  
(12:01 AM STANDARD TIME)

DATE OF ISSUE: 10/31/2012

ISSUED TO: UNIQUE LEASING INC

MC 17 (12/85)  
\*//MC17-108412



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TRUCKERS ENDORSEMENT - MILEAGE RATING**

**This endorsement modifies insurance provided under the following:**

## BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                        |  |
|------------------------|--|
| Endorsement Effective: | Countersigned By:<br><br>(Authorized Representative) |
| Named Insured:         |  |

The following provisions apply to those covered "autos" used in your operations as a "trucker" if mileage is used as a premium basis:

**SCHEDULE FOR MILEAGE RATING BASIS - LIABILITY AND PHYSICAL DAMAGE COVERAGE**

| RATES                          |                       | PREMIUMS                       |                       |                                |
|--------------------------------|-----------------------|--------------------------------|-----------------------|--------------------------------|
| Estimated<br>Yearly<br>Mileage | Per 100 Miles         |                                |                       |                                |
|                                | LIABILITY<br>COVERAGE | PHYSICAL<br>DAMAGE<br>COVERAGE | LIABILITY<br>COVERAGE | PHYSICAL<br>DAMAGE<br>COVERAGE |
| 30,960,000                     | 3.05                  |                                | 944.280               |                                |
|                                |                       |                                |                       |                                |
|                                |                       |                                |                       |                                |
| TOTAL PREMIUMS                 |                       |                                | 944.280               |                                |
| MINIMUM PREMIUMS               |                       |                                | 802.638               |                                |

**When used as a premium base:**

Mileage means the total number of miles operated by all loaded or unloaded units during the policy period regardless of whether you or any other carrier originate the shipment of transportation. Mileage shall include the total miles developed from the rental of equipment with or without drivers.

### SCHEDULE OF TRAILER INTERCHANGE COVERAGE

| COVERAGES                         | LIMIT<br>OF<br>INSURANCE  | DAILY<br>RATE | ESTIMATED<br>PREMIUM |
|-----------------------------------|---|---------------|----------------------|
| COMPREHENSIVE                     | ACTUAL CASH VALUE, COST OF REPAIR OR<br>\$ WHICHEVER IS LESS  | \$            | \$N/A                |
| SPECIFIED<br>CAUSES<br>OF<br>LOSS | ACTUAL CASH VALUE, COST OF REPAIR OR<br>\$ WHICHEVER IS LESS, MINUS<br>\$ Ded. FOR EACH TRAILER FOR LOSS<br>CAUSED BY MISCHIEF OR VANDALISM | \$            | \$                   |
| COLLISION                         | ACTUAL CASH VALUE, COST OF REPAIR OR<br>\$ WHICHEVER IS LESS, MINUS<br>\$ Ded. FOR EACH TRAILER   | \$            | \$N/A                |
| TOTAL PREMIUM                     |   |               | N/A                  |



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# PHYSICAL DAMAGE COVERAGE

The Physical Damage Coverage exclusion in Paragraph C. of this endorsement is removed for each of the following coverages indicated by an "x" in the "[ ]".

- ☐ COMPREHENSIVE
- ☐ SPECIFIED CAUSES OF LOSS
- ☐ COLLISION

For any operations you engage in as a "trucker" the policy is changed as follows:

A. Who Is An Insured under Liability Coverage is replaced by the following:

## 1. Who Is An Insured

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
  - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while they are working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), or members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or member (if you are a limited liability company) for a covered "private passenger type auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:
  - (1) Is being used exclusively in your business as a "trucker"; and
  - (2) Is being used pursuant to operating rights granted to you by a public authority.
- d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":
  - (1) Is being used exclusively in your business as a "trucker"; and

(2) Is being used pursuant to operating rights granted to you by a public authority.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

a. Any "trucker", or his or her agents or "employees", other than you and your "employees".

(1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.

(2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.

b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) Is being transported by the carrier; or
- (2) Is being loaded on or unloaded from any unit of transportation by the carrier.

B. The following Trailer Interchange Coverage Provisions are added:

## 1. Coverage

- a. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment. The "trailer" must be in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailer" while in your possession.
- b. We will pay for "loss" to the "trailer" under:
  - (1) Comprehensive Coverage  
From any cause except:
    - (a) The "trailer's" collision with another object; or
    - (b) The "trailer's" overturn.



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**(2) Specified Causes Of Loss Coverage**

Caused by:

- (a) Fire, lightning or explosion;
- (b) Theft;
- (c) Windstorm, hail or earthquake;
- (d) Flood;
- (e) Mischief or vandalism; or
- (f) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

**(3) Collision Coverage**

Caused by:

- (a) The "trailer's" collision with another object; or
- (b) The "trailer's" overturn.

c. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

**d. Coverage Extensions**

The following applies as Supplementary Payments, in addition to the Limit of Insurance, we will pay for you:

- (1) All expenses we incur.
- (2) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- (3) All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (4) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (5) All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

**2. Exclusions**

a. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**(1) Nuclear Hazard**

- (a) The explosion of any weapon employing atomic fission or fusion; or

- (b) Nuclear reaction or radiation, or radioactive contamination, however caused.

**(2) War Or Military Action**

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

b. We will not pay for loss of use.

**c. Other Exclusions**

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this Insurance.

- (1) Wear and tear, freezing, mechanical or electrical breakdown.
- (2) Blowouts, punctures or other road damage to tires.

**3. Limit Of Insurance And Deductible**

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Schedule:

- a. The actual cash value of the damaged or stolen property at the time of the "loss".
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. The Limit of insurance shown in the Schedule.

**C. Physical Damage Coverage is changed by adding the following exclusion:**

We will not pay for "loss" to:

Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.

**D. The Other Insurance Condition is replaced by the following:**

**5. Other Insurance - Primary And Excess Insurance Provisions**

a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible in-





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insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- (1) On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
  - (2) Excess if the power unit is not a covered "auto".
- b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".
  - c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.
  - d. For Hired Auto Physical Damage coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### E. Additional Definitions

As used in this endorsement:

1. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
2. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pick-up or van type if not used for business purposes.
3. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.



**STATE AUTO**  
Insurance Companies

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**ENDORSEMENT**

SA1014 - DEDUCTIBLE ENDORSEMENT IS AMENDED TO SHOW THE  
FOLLOWING DEDUCTIBLE FOR PRIVATE PASSENGER TYPES AND  
SERVICE VEHICLES ONLY:

LIABILITY DEDUCTIBLE: \$1,000 PER ACCIDENT EXCLUDING ALLO-  
CATED CLAIMS EXPENSES

THIS ENDORSEMENT FORMS A PART OF THE POLICY TO WHICH IT IS ATTACHED.

THE SPACES BELOW NEED NOT BE COMPLETED UNLESS THIS ENDORSEMENT IS ISSUED  
SUBSEQUENT TO PREPARATION OF THE POLICY.

EFFECTIVE DATE: 10/29/2012  
(12:01 AM STANDARD TIME)

DATE OF ISSUE: 10/31/2012

ISSUED TO: UNIQUE LEASING INC

MC 17 (12/85)  
W/MC17-100812



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### SCHEDULE

| Limit Of Insurance (Each Insured)  | Premium   |
|--|---|
|  |   |
|  |   |
|  |   |
| Description Of Covered Autos (check appropriate box):  |   |
| <input type="checkbox"/>   | Any "auto" owned by you.  |
| <input type="checkbox"/>   | Any private passenger "auto" owned by you.  |
| <input type="checkbox"/>   | Any motor vehicle to which are attached dealer's license plates issued to you.  |
| <input type="checkbox"/>   | Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle ownership of which is acquired during the policy period by you as a replacement therefore. |
| <input type="checkbox"/>   |   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

#### A. Coverage

We will pay Personal Injury Protection benefits because of "bodily injury" resulting from a motor vehicle "accident" and sustained by a person "insured". Our payment will only be for "losses" or expenses incurred within three years from the date of the "accident".

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. 80% of an "insured's" loss of income from employment. These benefits apply only if, at the time of the "accident", the "insured":
  - a. Was an income producer; and
  - b. Was in an occupational status.These benefits do not apply to any "loss" after the "insured" dies.

Loss of income is the difference between:

  - a. Income which would have been earned had the "insured" not been injured; and

- b. The amount of income actually received from employment during the period of disability.

If the income being earned as of the date of the "accident" is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the "accident" shall be used.

3. Reasonable expenses incurred for obtaining services. These services must replace those an "insured" would normally have performed:
  - a. Without pay;
  - b. During a period of disability; and
  - c. For the care and maintenance of the family or household.These benefits apply only if, at the time of the "accident", the "insured":
  - a. Was not an income producer; and



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b. Was not in an occupational status.  
These benefits do not apply to any "loss" after the "insured" dies.

#### B. Who Is An Insured

1. You or any "family member" while "occupying" or when struck by any "auto".
2. Anyone else "occupying" a "covered auto" with your permission.

#### C. Exclusions

We will not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

1. In an "accident" caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While "occupying" or when struck by, any motor vehicle (other than a "covered auto") which is owned by you.
5. By a "family member" while "occupying" or when struck by any motor vehicle (other than a "covered auto") which is owned by a "family member".

#### D. Limit Of Insurance

Regardless of the number of owned "covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" in any one "accident" is the limit of Personal Injury Protection shown in the Schedule or in the Declarations.

#### E. Changes In Conditions

1. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

However, our rights only apply against a person causing or contributing to the "accident" if, on the date of the "loss", the minimum limits required by Texas law have not been established for a motor vehicle involved in the "accident" and operated by that person.

2. The reference in the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" is replaced by the following:

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit Of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.

3. The following Conditions are added:

##### a. Payment Provision

Loss Payments. Benefits are payable:

- (1) Not more frequently than every two weeks; and
- (2) Within 30 days after satisfactory proof of claim is received.

##### b. Assignment Of Benefits

Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

#### F. Additional Definitions

The following are added to the **Definitions** Section and have special meaning for Personal Injury Protection:

1. "Covered auto" means an "auto":
  - a. Owned or leased by you; or
  - b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction.

Liability coverage of this policy must apply to the "covered auto".

"Covered auto" includes "autos" (described in Paragraphs a. and b. above) for which Personal Injury Protection coverage has not been rejected in writing.

2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED MEXICO COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY--NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES, THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### SCHEDULE

| Mexico Coverage | \$ Premium |
|-----------------|------------|
|-----------------|------------|

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

#### A. Coverage

- Paragraph 7, Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- "Accidents" or "losses" occurring within 25 miles of the United States border; and
  - Trips into Mexico of 10 days or less.
- The Other Insurance Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions Condition in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

- Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

#### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

- If the covered "auto" is not principally garaged and principally used in the United States.
- To any "insured" who is not a resident of the United States.



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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

#### c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



**STATE AUTO**  
Insurance Companies

MOBDEO BAP 2364796 00 10/31/2012 FJE UNIQ AFVRN

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereof.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

  - (a) Any "nuclear reactor";



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(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.




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## TRUCKERS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI - Definitions.

### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols  |   |
|--------|--|---|
| 41     | Any "Autos"  |   |
| 42     | Owned "Autos" Only   | Only the "autos" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.   |
| 43     | Owned Commercial "Autos" Only  | Only those trucks, tractors and "trailers" you own (and for Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.   |
| 44     | Owned "Autos" Subject To No-Fault  | Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the No-Fault law in the state where they are licensed or principally garaged.   |
| 45     | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law                                  | Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.                             |
| 46     | Specifically Described "Autos"   | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).  |
| 47     | Hired "Autos" Only   | Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.                                    |
| 48     | "Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement       | Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.   |
| 49     | Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement | Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol "49" is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.    |
| 50     | Nonowned "Autos" Only  | Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs. |


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| Symbol | Description Of Covered Auto Designation Symbols   |
|--------|---|
| 59     | Mobile Equipment: Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |

#### B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 41, 42, 43, 44, 45 or 59 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 46 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

#### SECTION II - LIABILITY COVERAGE

##### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the owner-

ship, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

##### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "private passenger type auto".
  - (2) Your "employee" or agent if the covered "auto" is a "private passenger type auto" and is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "private passenger type auto" owned by him or her or a member of his or her household.



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c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected:

- (1) is being used exclusively in your business as a "trucker"; and
- (2) is being used pursuant to operating rights granted to you by a public authority.

d. The owner or anyone else from whom you hire or borrow a covered "auto" that is not a "trailer" while the covered "auto":

- (1) is being used exclusively in your business as a "trucker"; and
- (2) is being used pursuant to operating rights granted to you by a public authority.

e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

a. Any "trucker" or his or her agents or "employees", other than you and your "employees".

- (1) If the "trucker" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
- (2) If the "trucker" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the "truckers" business and pursuant to operating rights granted to the "trucker" by a public authority.

b. Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" occurs while the "trailer" is detached from a covered "auto" you are using and:

- (1) is being transported by the carrier; or
- (2) is being loaded on or unloaded from any unit of transportation by the carrier.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

## b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This Insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or


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- b. That the "insured" would have in the absence of the contract or agreement.
3. **Workers' Compensation**  
Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.
4. **Employee Indemnification And Employer's Liability**  
"Bodily injury" to:
- An "employee" of the "insured" arising out of and in the course of:
    - Employment by the "insured"; or
    - Performing the duties related to the conduct of the "insured's" business; or
  - The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.
- This exclusion applies:
- Whether the "insured" may be liable as an employer or in any other capacity; and
  - To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. **Fellow Employee**  
"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.
6. **Care, Custody Or Control**  
"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.
7. **Handling Of Property**  
"Bodily injury" or "property damage" resulting from the handling of property:
- Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
  - After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. **Movement Of Property By Mechanical Device**  
"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".
9. **Operations**  
"Bodily injury" or "property damage" arising out of the operation of:
- Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
  - Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
10. **Completed Operations**  
"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.  
In the exclusion, your work means:
- Work or operations performed by you or on your behalf; and
  - Materials, parts or equipment furnished in connection with such work or operations.
- Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.  
Your work will be deemed completed at the earliest of the following times:
- When all of the work called for in your contract has been completed.
  - When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
  - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
11. **Pollution**  
"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- That are, or that are contained in any property that is:



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- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "Insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Insured".
- Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:
- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
  - (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".
- Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "Insured" with respect to "pollutants" not in or upon a covered "auto" if:
- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- 12. War**  
 "Bodily injury" or "property damage" arising directly or indirectly out of:
- a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 13. Racing**  
 Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.
- C. Limit Of Insurance**  
 Regardless of the number of covered "autos", "Insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.
- All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident". No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.
- SECTION III - TRAILER INTERCHANGE COVERAGE**
- A. Coverage**
1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:
    - a. **Comprehensive Coverage**  
 From any cause except:
      - (1) The "trailer's" collision with another object; or
      - (2) The "trailer's" overturn.
    - b. **Specified Causes Of Loss Coverage**  
 Caused by:
      - (1) Fire, lightning or explosion;
      - (2) Theft;
      - (3) Windstorm, hail or earthquake;
      - (4) Flood;
      - (5) Mischief or vandalism; or
      - (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".



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**c. Collision Coverage**

Caused by:

- (1) The "trailer's" collision with another object; or
  - (2) The "trailer's" overturn.
2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

**3. Coverage Extensions**

The following applies as Supplementary Payments. We will pay for you:

- a. All expenses we incur;
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance;
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work;
- d. All costs taxed against the "insured" in any "suit" against the "insured" we defend;
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown;
- b. Blowouts, punctures or other road damage to tires.

**C. Limit Of Insurance And Deductible**

The most we will pay for "loss" to any one "trailer" is the least of the following amounts minus any applicable deductible shown in the Declarations:

1. The actual cash value of the damaged or stolen property at the time of the "loss".
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
3. The Limit of Insurance shown in the Declarations.

**SECTION IV - PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing - Private Passenger Autos**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:



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- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### 4. Coverage Extension

##### a. Transportation Expenses

We will also pay up to \$20 per day to a maximum of \$800 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

#### B. Exclusions

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

- 2. We will not pay for "loss" to any of the following:

- a. Any covered "auto" while in anyone else's possession under a written trailer interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
- b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for any such contest or activity.
- c. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- d. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- e. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- f. Any accessories used with the electronic equipment described in Paragraph e. above.

Exclusions 2.e. and 2.f. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or



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- b. Any other electronic equipment that is:
    - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
    - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
  - 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
    - a. Wear and tear, freezing, mechanical or electrical breakdown.
    - b. Blowouts, punctures or other road damage to tires.
  - 4. We will not pay for "loss" to a covered "auto" due to "diminution in value".
- C. Limits Of Insurance**
- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
    - a. The actual cash value of the damaged or stolen property as of the time of "loss"; or
    - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
  - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  - 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

**SECTION V - TRUCKERS CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will

submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "Insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "Insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "Insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examination under oath at our request and give us a signed statement of your answers.





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### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- There has been full compliance with all the terms of this Coverage Form; and
- Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment - Physical Damage Coverages

At our option we may:

- Pay for, repair or replace damaged or stolen property;
- Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- This Coverage Form;
- The covered "auto";
- Your interest in the covered "auto"; or
- A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance - Primary And Excess Insurance Provisions

a. This Coverage Form's Liability Coverage is primary for any covered "auto" while hired or borrowed by you and used exclusively in your business as a "trucker" and pursuant to operating rights granted to you by a public authority. This Coverage Form's Liability Coverage is excess over any other collectible insurance for any covered "auto" while hired or borrowed from you by another "trucker". However, while a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Liability Coverage is:

- On the same basis, primary or excess, as for the power unit if the power unit is a covered "auto".
- Excess if the power unit is not a covered "auto".

b. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

c. Except as provided in Paragraphs a. and b. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

d. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

e. Regardless of the provisions of Paragraphs a., b. and c. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

f. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when



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we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- During the policy period shown in the Declarations; and
- Within the coverage territory.  
The coverage territory is:
  - The United States of America;
  - The territories and possessions of the United States of America;
  - Puerto Rico;
  - Canada; and
  - Anywhere in the world if:
    - A covered "auto" of the "private passenger" type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
    - The "Insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION VI - DEFINITIONS**

- A. "Accident"** includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

- B. "Auto" means:**

- A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily Injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- D. "Covered pollution cost or expense"** means any cost or expense arising out of:

- Any request, demand, order or statutory or regulatory requirement that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- That are, or that are contained in any property that is:

- Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

- Otherwise in the course of transit by or on behalf of the "Insured";

- Being stored, disposed of, treated or processed in or upon the covered "auto";

- Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "Insured" for movement into or onto the covered "auto"; or

- After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "Insured".



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Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured Contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which

you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;



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5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

N. "Property damage" means damage to or loss of use of tangible property.

O. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

P. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

Q. "Trucker" means any person or organization engaged in the business of transporting property by "auto" for hire.

R. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Liability Coverage** is changed as follows:

1. Paragraph a. of the **Pollution Exclusion** applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph D. of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



**STATE AUTO**  
Insurance Companies

TRUCKERS POLICY  
**BAP 2364796 00**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following exclusion is added to Paragraph B, Exclusions of Section II - Liability Coverage in the Business Auto, Motor Carrier and Truckers Coverage Forms and for "Garage Operations" - Covered "Autos" in the Garage Coverage Form:
- SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE**

This Insurance does not apply to:

1. "Bodily Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "Insured" or by any other person or entity.

**B. Additional Definitions**

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.



TRUCKERS POLICY  
BAP 2364796 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MOBILE EQUIPMENT COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Any vehicle listed in Paragraphs 1 through 6 of the definition of "mobile equipment" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged shall be considered a covered "auto" under Section II Liability Coverage regardless of any covered auto symbol shown in the Declarations.

However, any vehicle listed in Paragraphs 1 through 6 of the definition of "mobile equipment" that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged shall only be considered a covered "auto" under Section III Physical Damage Coverage if it is specifically described in the Declarations and a premium charge is shown.

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\*//SA0051-200412



TRUCKERS POLICY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES

For a covered "auto" licensed or principally garaged in Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. Changes In Physical Damage Coverage

1. The following exclusion is added to Paragraph

#### B. Exclusions in the Physical Damage Coverage Section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs C.2. and C.3. of the Limit Of Insurance Provision under Physical Damage Coverage do not apply.

3. Paragraph D. Deductible in the Physical Damage Coverage Section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

### B. Changes In Conditions

The following Condition is added:

#### CLAIM HANDLING PROCEDURES

1. Within 15 days after we receive written notice of claim, we will:

- a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
- b. Begin any investigation of the claim; and
- c. Specify the information you must provide in accordance with Paragraph b. of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:

- a. The claim will be paid;
- b. The claim has been denied, and inform you of the reasons for denial;
- c. More information is necessary; or
- d. We need additional time to reach a decision. If we need additional time, we

will inform you of the reasons for such need.

We will provide notification, as described in 2.a through 2.d. above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim handling deadlines described above are extended for an additional 15 days.

4. If we notify you that we will pay your claim, or part of your claim, we will pay within 5 "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this policy, we will make payment within 5 "business days" after the date you have complied with such terms.

5. We will notify you in writing of:

- a. An initial offer to compromise or settle a claim made or "suit" brought against any Insured under the Liability Coverage Section of this policy. The notice will be given no later than the 10th day after the date on which the offer is made.
- b. Any settlement of a claim made or "suit" brought against the "Insured" under the Liability Coverage Section of this policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this Condition, business day means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

### C. Changes In Uninsured/Underinsured Motorists Coverage

All references to "Uninsured Motorists Coverage" in the title or text of any coverage form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".



**STATE AUTO**  
Insurance Companies**TRUCKERS POLICY**  
**BAP 2364796 00****D. Changes In Trailer Interchange Coverage**

The following exclusion is added to Paragraph B.1. Exclusions of Section III - Trailer Interchange Coverage in the Motor Carrier and Truckers Coverage Forms:

We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

**TEXAS CONTROLLED SUBSTANCE ACT**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

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47700AD196-200003

ISO Properties, Inc., 2005



TRUCKERS POLICY  
BAP 2364796 00

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## TEXAS CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraphs 2. and 5. of the Cancellation Common Policy Condition contained in Endorsement IL 00 17 are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

The permissible reasons for cancellation are as follows:

a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:

- (1) Fraud in obtaining coverage;
- (2) Failure to pay premiums when due;
- (3) An increase in hazard within the control of the insured which would produce an increase in rate;
- (4) Loss of reinsurance covering all or part of the risk covered by the policy; or

(5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following Condition is added:

### 1. Nonrenewal

(a) We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

(b) If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS SUPPLEMENTARY DEATH BENEFIT

This endorsement modifies insurance provided under the following:

MEDICAL PAYMENTS COVERAGE  
PERSONAL INJURY PROTECTION COVERAGE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.  
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

|                        |                             |
|------------------------|-----------------------------|
| Endorsement Effective: | Countersigned By:           |
| Named Insured:         | (Authorized Representative) |

### A. COVERAGE

We will pay under the provisions of personal injury protection insurance and/or medical payments insurance as afforded by this policy except as limited by this endorsement.

We will pay a supplementary death benefit equal to the limit shown for the coverages but not exceeding ten thousand dollars (\$10,000) per person because of death:

1. Caused by an "auto" "accident"; and
2. Sustained by an "insured" while wearing a "seat belt" or protected by an "airbag".

We will pay the benefit if death from an "auto" "accident" occurs within three years of the date of such "accident".

### B. PROOF OF CLAIM FOR DEATH BENEFIT

The "beneficiary" must furnish us with proof of death of the "insured", accompanied by a police report or other suitable proof, that the "insured" at the time of the "auto" "accident" was wearing a "seat belt" or protected by an "air bag".

### C. OTHER INSURANCE

Any amounts payable under the supplementary death benefit shall not be reduced by any other amounts paid or payable under this policy.

### D. ADDITIONAL DEFINITIONS

The following are added to the Definitions Section and have special meaning for Supplementary Death Benefit:

1. "Insured" as used in this endorsement means the same persons who are covered under auto medical payments insurance, personal injury protection insurance, and/or garage auto medical payments.
2. "Seat Belt" means manual or automatic safety belts or seat and shoulder restraints or a child restraint device.
3. "Airbag" is a functioning airbag designed to protect the occupant of a seat in an "auto".
4. "Beneficiary" means (in order of priority of payment):
  - a. The surviving spouse if a resident in the same household as the deceased at the time of the "accident", or
  - b. If the deceased is an unmarried minor, either of the surviving parents who had legal custody at the time of the "accident", or
  - c. The estate of the deceased.



TRUCKERS POLICY  
BAP 2364796 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

Multiple incidents or occurrences of "terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one "accident".

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. For the purpose of this endorsement, the definition of "accident" is replaced as follows:

1. "Accident" includes continuous or repeated exposures to the same conditions resulting in "bodily injury" or "property damage". "Accident" also includes "terrorism".

C. Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

### EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury, damage, loss or expense" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by the means of the dispersal or application of radioactive material, or through the use of nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination.
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or



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5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. and C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- D. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage - Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### EXCLUSION OF TERRORISM

We will not pay for any "loss" of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by the means of the dispersal or application of radioactive material, or through the use of nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs D.5. and D.6. are exceeded.

With respect to this Exclusion, Paragraph D.5. describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- E. In the event of an incident of "terrorism" is not subject to the Exclusion in Paragraphs C. or D., coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.



TRUCKERS POLICY  
BAP 2364796 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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\*/CA9991-200102

ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS FORM F-1 - UNIFORM COMMERCIAL MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

It is agreed that the certification of the policy, as proof of financial responsibility under the provisions of law or regulations promulgated by the Texas Department of Transportation, amends the policy to provide insurance for "auto" "bodily injury" and "property damage" liability in accordance with the provisions of such law or regulations to the extent of coverage and limits certified, provided only that the "insured" agrees to reimburse us for any payment made by us which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.

This endorsement may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by us or the insured by giving thirty (30) days' notice in writing to the Texas Department of Transportation, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such commission.

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\*/CA2336-200111

ISO Properties, Inc., 2001

**FORM F**

**UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY  
INSURANCE ENDORSEMENT**

It is agreed that:

1. The certification of the policy, as proof of financial responsibility under the provisions of any State motor carrier law or regulations promulgated by any State Commission having jurisdiction with respect thereto, amends the policy to provide insurance for automobile bodily injury and property damage liability in accordance with the provisions of such law or regulations to the extent of the coverage and limits or liability required thereby; provided only that the insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except by reason of the obligation assumed in making such certification.
2. The Uniform Motor Carrier Bodily Injury and Property Damage Liability Certification of Insurance has been filed with the State Commissions indicated below.
3. This endorsement may not be cancelled without cancellation of the policy to which it is attached. Such cancellation may be effected by the company or the insured giving thirty (30) days' notice in writing to the State Commission with which such certificate has been filed, such thirty (30) days' notice to commence to run from the date the notice is actually received in the office of such Commission.

Attached to and forming part of policy No. BAP 2364796-00

Issued by STATE AUTOMOBILE MUTUAL INSURANCE COMPANY herein called  
Company, of 518 EAST BROAD STREET, COLUMBUS, OH 43215

to UNIQUE LEASING INC DBA REYNOLDS NATIONWIDE of 8755 HIGHWAY 87 E, SAN ANTONIO, TX 78263

Dated at COLUMBUS, OH this 31<sup>ST</sup> day of OCTOBER 2012

Countersigned by Mindy Rose  
Authorized Representative

| X = INDICATES STATE COMMISSIONS WITH WHOM UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATES OF INSURANCE HAS BEEN FILED |   |               |  |                |  |
|--|---|---------------|--|----------------|--|
| ALABAMA  |   | ILLINOIS      |  | MONTANA        |  |
| ALASKA   |   | INDIANA       |  | NEBRASKA       |  |
| ARIZONA  |   | IOWA          |  | NEVADA         |  |
| ARKANSAS   |   | KANSAS        |  | NEW HAMPSHIRE  |  |
| CALIFORNIA   |   | KENTUCKY      |  | NEW JERSEY     |  |
| COLORADO   | X | LOUISIANA     |  | NEW MEXICO     |  |
| CONNECTICUT  |   | MAINE         |  | NEW YORK       |  |
| DELAWARE   |   | MARYLAND      |  | NORTH CAROLINA |  |
| DIST. OF COLUMBIA  |   | MASSACHUSETTS |  | NORTH DAKOTA   |  |
| FLORIDA  |   | MICHIGAN      |  | OHIO           |  |
| GEORGIA  |   | MINNESOTA     |  | OKLAHOMA       |  |
| HAWAII   |   | MISSISSIPPI   |  | OREGON         |  |
| IDAHO  |   | MISSOURI      |  | PENNSYLVANIA   |  |
|  |   |               |  | RHODE ISLAND   |  |
|  |   |               |  | SOUTH CAROLINA |  |
|  |   |               |  | SOUTH DAKOTA   |  |
|  |   |               |  | TENNESSEE      |  |
|  |   |               |  | TEXAS          |  |
|  |   |               |  | UTAH           |  |
|  |   |               |  | VERMONT        |  |
|  |   |               |  | VIRGINIA       |  |
|  |   |               |  | WASHINGTON     |  |
|  |   |               |  | WEST VIRGINIA  |  |
|  |   |               |  | WISCONSIN      |  |
|  |   |               |  | WYOMING        |  |